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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BETHANIA RODRIGUEZ,	:	ECF
Individually and on Behalf of All Other	:	15 Civ. 9817(VEC)
Persons Similarly Situated,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
NEW YORK FOUNDATION FOR SENIOR	:	
CITIZENS HOME ATTENDANT SERVICES, INC.,	:	
LINDA R. HOFFMAN and JOHN DOES #1-10,	:	
	:	
Defendants.	:	
-----	X	

**SUR REPLY DECLARATION OF ETHANIA RODRIGUEZ**

**FILED IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION  
TO COMPEL ARBITRATION AND DISMISS**

Dated: New York, New York  
June 24, 2016

LAW OFFICE OF WILLIAM COUDERT RAND

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## **DECLARATION OF PLAINTIFF BETHANIA RODRIGUEZ**

I, **BETHANIA RODRIGUEZ**, hereby declare under penalty of perjury under the laws of the United States of America and New York State that the following is true:

1. I was employed full time as a home health aide by New York Foundation For Senior Citizens Home Attendant Services, Inc. and its owners/managers, including Linda R. Hoffman (together "Defendants") from about July 1, 2014 to about June 30, 2015 (the "time period").

2. Defendant Hoffman's Reply Declaration states that 1199SEIU United Healthcare Workers East (the "Union") on February 24, 2016 and February 25, 2016 informed Defendants that the Memorandum Of Agreement signed by the Union on December 29, 2015 (the "MOA") (adding an arbitration clause) had been ratified by the Union membership.

3. I was never given any notice that the MOA had been signed by the Union and was never given any notice of any vote by members of the union to ratify MOA.

4. I was never given an opportunity to vote to ratify or reject the MOA.

5. Upon information and belief, other members of the Union also were not given an opportunity to vote to ratify or reject the MOA.

6. I have been a member of the Union since about 2008. Although I stopped working for Defendants on about June 30, 2015, I remained in the Union after leaving employment with Defendants, and since June 30, 2015 have been working for Personal Touch Home Care under its agreement with the Union.

7. I do not believe it is fair that months after I filed a complaint, my Union can amend its agreement with my prior employer without notice to me and without my

consent, and thereby force me to restart my claim in an arbitration.

Dated: June 21, 2016

  
**BETHANIA RODRIGUEZ**